

October 5, 2016

**IMPORTANT NOTICE TO POTENTIAL MEMBERS  
OF A CONDITIONALLY CERTIFIED COLLECTIVE ACTION**

FACILITATED BY JUDGE CHRISTOPHER BOYKO OF THE U.S. DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO EASTERN DIVISION

TO: All current and former hourly employees of Kennametal Inc. (“Kennametal”) who worked at Kennametal’s facility in Orwell, Ohio between January 2014 and June 2016 and who were subject to a 20-minute early start work schedule.

RE: Your right to join a conditionally certified collective action seeking to recover unpaid overtime compensation.

**1. PURPOSE OF THIS NOTICE**

This Notice informs you of an action that was filed under the Fair Labor Standards Act (“FLSA”), which has been conditionally certified by this Court for the purpose of facilitating notice to the above group of recipients. This Notice advises you of your rights as a recipient, and tells you how you can be included in the action. If you wish to be included in this conditionally certified collective action, you must sign and return the enclosed Consent Form as explained below.

**2. DESCRIPTION OF THE ACTION**

On June 7, 2016, this action was filed against Kennametal in the U.S. District Court for the Northern District of Ohio, Case No. 1:16-cv-01382. The action was filed on behalf of named Plaintiffs Robert Grayer and Brian Morton and all other similarly-situated individuals.

**Plaintiffs’ position.** Plaintiffs Robert Grayer and Brian Morton were employed by Kennametal as hourly employees. They allege that Kennametal violated the FLSA by not paying its hourly employees, including Plaintiffs and other similarly-situated employees, for 20 minutes of work they were required to perform before their shift. Plaintiffs allege that they and all other similarly-situated individuals are entitled to recover from Kennametal: (a) unpaid overtime compensation; (b) liquidated damages; (c) attorneys’ fees; and (d) costs under the FLSA. Kennametal has denied these charges and believes it has properly paid its employees.

**Defendant’s position.** Kennametal is the Defendant in this action. Kennametal denies Plaintiffs’ claims and states that it has paid all employees all wages owed to them under the FLSA. Kennametal claims that its employees were compensated appropriately under the FLSA and that there is no liability for any wages. Kennametal intends to vigorously defend the claims brought by Plaintiffs.

**The Court has no position.** Importantly, the Court has not decided whether Plaintiffs or Defendant is correct. The right of Plaintiffs to recover wages has not been established and is not guaranteed or certain. By facilitating delivery of this Notice, the Court does not endorse the merits of Plaintiffs’ claims or Defendant’s defenses.

**3. YOUR RIGHT TO PARTICIPATE IN THIS ACTION**

Plaintiffs seek to sue not only for themselves, but also for other persons with whom they are similarly situated. Plaintiffs contend that they are similarly situated to those individuals to whom this Notice is addressed. If this Notice is addressed to you, you have the right to participate in this conditionally certified collective action, unless and until the Court rules otherwise.

**4. HOW TO PARTICIPATE IN THIS ACTION**

To join this conditionally certified collective action, you must sign and return the enclosed “Consent Form.” You can return the Consent Form by: (a) signing it, electronically or otherwise; and (b) sending the signed document to Plaintiff’s counsel by U.S. Mail, fax, or email.

**The signed Consent Form must be postmarked, faxed, or emailed by November 4, 2016.** It is important that you return the Consent Form as soon as possible because the time period for which you can seek payment for your unpaid wages will depend on when this form is filed with the Court. If you lose or misplace the enclosed Consent Form, or if you have any questions about filling out or returning the Consent Form, you may contact Plaintiffs’ counsel listed in paragraph 8 of this Notice.

## **5. NO RETALIATION PERMITTED**

The law prohibits Kennametal, or any of its agents or employees, to discharge you, or in any manner harass, discriminate or retaliate against you for taking part in this conditionally certified collective action.

## **6. EFFECT OF JOINING THIS ACTION**

If you join this conditionally certified collective action you will be bound by any judgment that is rendered, whether favorable or unfavorable, and share in any recovery. You will also be bound by, and share in, any settlement that may be reached on behalf of the members. If Plaintiffs lose, and no money is awarded, you will not be able to file another lawsuit against Kennametal based on the same facts and circumstances of this case.

You designate Grayer, Morton, and their legal counsel as your agents to make decisions on your behalf concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with Plaintiffs' counsel concerning fees and costs, the entering into a settlement agreement with Kennametal, and all other matters pertaining to this action.

You will be subject to and may be required to answer certain inquiries both from Plaintiffs and from Kennametal, including requests for information about your job duties, hours worked, and other employment matters. You may be asked to compile and produce relevant documents in your possession. You may be required to give deposition testimony under oath, which means you may be required to give sworn testimony in response to questions posed to you by Kennametal's attorneys. If you do not participate in these ways, Kennametal may request that the court dismiss you from the case.

The named Plaintiffs in this matter have entered into a contingency fee agreement with Plaintiffs' counsel, which means that if there is no recovery for the Plaintiffs, there will be no share of Plaintiff's attorneys' fees or Plaintiff's court costs chargeable to you. If there is a recovery of wages, liquidated damages, and/or attorneys' fees and costs, Plaintiffs' counsel will be paid whatever attorneys' fees and costs the Court orders or approves as fair and reasonable. The fees and costs will either be subtracted from the total recovery obtained from Kennametal in the amount of thirty-three and one-third percent (33-1/3%) of your total recovery plus costs expended by Plaintiffs' counsel on your behalf, or they may be paid separately by Kennametal. If there is no recovery, Plaintiffs' counsel will not be paid for their work on this case. If the Court concludes that Kennametal was the prevailing party, Kennametal may request that the Court award court costs to it, although Plaintiff's counsel would oppose such request.

## **7. NO LEGAL EFFECT OF NOT JOINING THIS ACTION**

If you do nothing, that means you will not participate in this conditionally certified collective action. You will not be bound by any judgment or settlement, whether favorable or unfavorable, and you will not share in any recovery. You will be free to file your own lawsuit; however, the pendency of this action will not stop the running of the statute of limitations as to any claims you may have until you file your own lawsuit.

## **8. YOUR LEGAL REPRESENTATION IF YOU JOIN**

If you participate in this action, you will be represented by:

Anthony J. Lazzaro  
Chastity L. Christy  
Lori M. Griffin  
The Lazzaro Law Firm, LLC  
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**9. KENNAMETAL INC. IS REPRESENTED BY**

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**10. FURTHER INFORMATION**

Further information about this Notice or the action may be obtained from Plaintiffs' counsel at 216-696-5000 or 330-743-5101. The call is free and confidential.

**THE COURT HAS TAKEN NO POSITION IN THIS CASE REGARDING THE MERITS OF PLAINTIFFS' CLAIMS OR OF KENNAMETAL'S DEFENSES.**

